

# MARTIN COUNTY UTILITY BOARD

387 East Main Street, Suite 140  
Inez, KY 41224

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## WATER SERVICE CONTRACT

This contract entered into between \_\_\_\_\_, hereinafter  
The undersigned  
called "USER" and the MARTIN COUNTY UTILITY BOARD, hereinafter  
Water System  
called "SUPPLIER" that WHEREAS the USER desires to purchase water from the  
SUPPLIER, the USER hereby enters into this service contract as required by the  
SUPPLIER.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements  
herein contained, it is hereby understood and agreed by the parties hereto as follows:

**SECTION 1.** The SUPPLIER shall furnish, subject to the limitations set out in its  
Bylaws, Rules and Regulations, and tariffs now in force or as hereafter duly and legally  
supplemented, amended, or changed, such quantity of water as the USER may desire in  
connection with the property to be served by this agreement. The property to be served is  
a (residence, mobile home, or business) \_\_\_\_\_ located at,

\_\_\_\_\_  
Street, Road, etc.

\_\_\_\_\_  
Phone

**SECTION 2.** The USER agrees to pay to the SUPPLIER the meter connection/tap-on fee  
of \$ \_\_\_\_\_ as set out in the SUPPLIER's approved tariff of \$ \_\_\_\_\_.  
If the meter to be installed is more than fifty (50) feet from the main, then the USER also  
agrees to pay for the additional materials and labor costs associated with the longer  
connection. The USER also agrees to pay the SUPPLIER a deposit of \$ \_\_\_\_\_  
as set out in the SUPPLIER's approved tariff.

The USER agrees to comply with and be bound by the Bylaws, Rules and Regulations,  
and tariffs now in force or as hereafter duly and legally supplemented, amended, or  
changed. The USER agrees to pay for water at such rates, time, and place as shall be  
determined by the SUPPLIER and agrees to the imposition of such penalties for non-  
compliance as set out in the SUPPLIER's Bylaws, Rules and Regulations, and tariffs now  
in force or as hereafter duly and legally supplemented, amended, or changed.

It is understood and agreed that the SUPPLIER reserves the right to determine the size of  
service connection to be used to supply water to the USER. A 5/8" x 3/4" meter will be  
the standard meter used. If a USER contracts for a larger meter, the USER agrees to pay

the actual costs of materials and labor for the installation of such a meter. Unless under special circumstances requiring the approval of the utility's commissioners, a separate meter must be installed by the SUPPLIER for each individual residence or place of use. The location of the water meter on the property will be determined by the SUPPLIER and will not be more than fifty (50) feet from the main, unless special circumstances exist. The SUPPLIER shall purchase and install a cutoff valve and a water meter and other appurtenances thereof. The SUPPLIER shall have exclusive right to use said cutoff valve and water meter.

**SECTION 3.** The USER shall install and maintain, at his/her own expense, a service line that shall begin at the meter and extend to the dwelling or place of use. The USER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available. Water charges to the USER will commence on the date service is made available by the SUPPLIER, regardless whether the USER is connected to the system, or is in fact using water from the system.

The failure of the USER to pay water charges duly imposed shall result in the automatic imposition of penalties as set out in the SUPPLIER's approved tariff. Penalties shall include, but not limited to, a late payment penalty charge, termination of service, and a reconnection fee.

**SECTION 4.** The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, and may shut off water to the USER if such event occurs. The SUPPLIER may shut off water to the USER if the USER allows a connection or extension to be made to his service line for the purpose of supplying water to another party. In the event total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the SUPPLIER must first satisfy all of the needs of all of the USERS for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all of the USERS for domestic and livestock purposes before supplying any water for garden or other purposes.

**SECTION 5.** The USER agrees that no present or future source of water will be connected to any water lines served by the SUPPLIER's water lines and will disconnect from his present water supply, well, or other source, prior to connecting to and switching to the SUPPLIER's system and shall eliminate present or future cross-connections in his system.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Water User

Witness: \_\_\_\_\_

MARTIN COUNTY UTILITY BOARD

\_\_\_\_\_  
Water System Representative